THE HONOURABLE SRI JUSTICE R. SUBHASH REDDY

W.P. No.2039 of 2006

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Date: 06-02-2006

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Between:

The Kakinada Consumer Mutually

Aided Cooperative Central Stores Ltd.,

(Super Bazar) Medical Shop,

Government General Hospital Campus,

Kakinada,

Rep. By its Incharge Chief Executive Officer,

Sri. R.V. Raveendra Nath S/o. Late R.D. Prasad.

… Petitioner

And

Government of Andhra Pradesh,

Rep. By its District Collector,
East Godavari District,

Kakinada and others. … Respondents

ORDER:

The Kakinada Consumer Mutullay Aided Cooperative Central Stores Limited filed this writ petition seeking directions by way of Writ of Mandamus declaring the action of the respondents in taking steps for eviction of the petitioner from the premises where medical store is being run by it, as illegal and arbitrary.

The petitioner is the lessee of the premises, the lease in respect of which was granted for running a medical store. Initially, the premises was handed-over to the petitioner on 16.2.2002. In this regard an agreement was entered into between the petitioner and the 3rd respondent, Superintendent, Government Hospital, Kakinada. In the year 2004, the petitioner made a representation for renewal of the lease. The same was accepted by 3rd respondent subject to condition of enhancing the rent by 10% for a further period of one year i.e. 16.6.2004 to 15.6.2005. Before the expiry of the extended lease period, the petitioner applied for further extension and in response to the same, the 3rd respondent vide his letter dated 11.7.2005 informed that lease period will be extended, provided the petitioner accepts to pay the rent equivalent to the highest bid for the proposed third medical shop. It is the case of the petitioner that the leasehold rights for proposed third medical shop have not yet been auctioned and in view of the proceedings dated 11.7.2005, the petitioner is entitled to continue in the premises for further period. While so, the third respondent has issued letters dated 14.11.2005 and 16.1.2006 directing the petitioner to vacate the premises latest by 15.2.2006. Hence the present writ petition.

The learned Government Pleader appearing for the respondent has produced a

copy of G.O.Ms.No.516, Health, Medical and Family Welfare (M1) Department, dated 14.10.2005, in which comprehensive guidelines were issued by the Government for establishing/maintenance of medical shops in all the Government Hospitals.

Though it is submitted by the learned counsel for the petitioner that the second respondent having failed to run the medical store invited the petitioner to run the same, but the fact remains that the period which was governed by the agreement was only from 16.6.2002 to 15.6.2005. While it is true that the 3rd respondent-Superintendent has issued letter dated 11.7.2005 for the petitioner's continuation for further period, but, subsequently the Government has issued guidelines in G.O.Ms.No.516, dated: 14.10.2005. The very guidelines have been issued in the G.O. for effective functioning of Health Institutions and to provide good health care services to the patients and to mobilize the funds. It is further stated that the said procedure would apply uniformly to all the stores wherever lease period has expired. Admittedly, the lease in favour of the petitioner has come to an end by 15.6.2005 and in view of the decision of the Government to auction the shops afresh, petitioner has to vacate the premises. The petitioner has no right to continue in the premises inasmuch as there is no valid lease for the period beyond 15.6.2005.

In view of the above, I do not find any valid ground to admit the writ petition and to consider the relief sought for. The writ petition, therefore, is dismissed. No costs.

2006. **(R.SUBHASH REDDY, J)**

LSK/VR